

# RULES AND REGULATIONS



## OF THE CORPORATION

The historic Hingham Cemetery is one of the oldest burial grounds in the country, dating from about 1672. The property makes up a large part of Hingham's Lincoln Historic District, is listed in the National Register of Historic Places, and is the burial place of many historic figures of both national and local significance.

Its redesign in the mid-1800s, only seven years after Mt. Auburn Cemetery in Watertown, Massachusetts, put Hingham Cemetery at the leading edge of the important Garden Cemetery Movement which swept the country over the next 80 years, creating beautifully landscaped, open spaces filled with elaborate, artistic memorials for the enjoyment of the general public. Hingham Cemetery's impressive arboretum of both native and foreign trees was originally planted over 170 years ago.

Because of these historical elements, the Cemetery hosts visitors every year from across the country and overseas with interests in genealogy, colonial headstone iconography, photography, and historical research.

**For additional information or for assistance:**

visit [hinghamcemetery.org](http://hinghamcemetery.org)

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# **1. MISSION STATEMENT**

The all-volunteer Board of Directors of The Hingham Cemetery Corporation (*the Cemetery*) serves as caretakers dedicated to the maintenance, restoration, and preservation of the grounds and monuments of this historic burial place. Our objective is to offer a burial ground and services consistent with the Town's environment, the Cemetery's beautiful, natural setting, and its long history.

To fulfill our mission, we recognize:

- our non-profit status;
- our non-sectarian character;
- the Cemetery's rich history;
- our obligation to serve our lot holders, funeral directors, clergy, and the general public;
- the importance of our role as a neighbor within the community; and
- the public use and enjoyment of the Cemetery's grounds consistent with their peaceful, natural, open-air setting.

Our mission reaffirms Adam Wallace Thaxter's wish upon his gift of land in 1837 to establish the Cemetery: that its condition should correspond "with those feelings of respect and gratitude...toward [Hingham's] distinguished ancestors whose remains are interred within its limits."

# **2. INTRODUCTION TO THE RULES & REGULATIONS**

The Cemetery is owned and, through its Board of Directors (*the Board*), operated by The Hingham Cemetery Corporation, a non-profit private corporation existing under the laws of the Commonwealth of Massachusetts.

The Board is dedicated to the maintenance, restoration, and preservation of the burial and memorial sites, monuments, and grounds of this historic landmark as well as the beautifully restored Ames Chapel.

In the interest of our burial space Licensees, visitors, and other interested parties, the Board has adopted the following Rules and Regulations which supersede all prior Rules and Regulations. The Board may amend the Rules and Regulations at any time.

# **3. GLOSSARY OF TERMS**

As used in these Rules and Regulations, the following terms have the following meanings:

**Board** – The Board of Directors of The Hingham Cemetery Corporation.

**Burial or Interment** – interchangeable terms for the permanent disposition of bodily or cremation remains within the grounds of the Cemetery by burial, entombment in an above-ground crypt or mausoleum, or otherwise as the Board may, in its sole determination, permit

**Burial Plot** – space in the Cemetery Grounds identified in a License to Inter for burial of bodily or cremated remains as provided in Section 6.09(a)

**Columbarium** -- a structure on the Grounds containing niches identified in a License to Inter for the storage of urns with cremation remains

**Grounds** – all land owned by The Hingham Cemetery Corporation

**Decedent** – the person whose bodily or cremation remains are interred within the Grounds

**Director** – The Cemetery Director employed by and reporting to the Board to help administer its affairs and assist with the management of the Cemetery

**Family Lot** – a space within the Grounds comprised of two or more contiguous Burial Plots licensed at the same time to the same family group

**License to Inter** – the license issued by the Cemetery evidencing the right of the Licensee to inter bodily or cremation remains in and to erect Markers and Monuments on a Burial Plots or to inter cremation remains in the Memorial Garden or a Columbarium in accordance with and subject to the terms and conditions set forth in these Rules and Regulations

**Management** – the Board or other persons the Board duly appoints to conduct or administer the business of the Cemetery, such as the Director

**Marker** – a memorial made of granite, brick, marble, bronze, or other stone or metal, that is flat and sits flush with or raises slightly above the surface of the ground

**Memorial Garden** -- an area of the Grounds set aside for memorial paving stones and the in-ground burial of cremation remains

**Monument** – a memorial, tablet, headstone, private mausoleum or tomb, coping, Burial Plot enclosure, urn, crypt, niche, or similar structure made of granite, marble, bronze, stone, or metal that extends substantially above the surface of the ground

**Licensee** – the holder of a License to Inter

**The Glade** -- a Columbarium located on the Grounds

## **4. THE CEMETERY’S RIGHTS**

### **4.1. Hingham Cemetery’s Rights as a Private Corporation**

The Cemetery, through the Board, has the right, as it deems necessary or appropriate in its sole discretion, to:

- establish, amend, or replace these Rules and Regulations,
- establish policies and procedures,
- retain the services and set the compensation of all personnel, contractors, and employees,
- set all costs, fees, expenses,
- establish guidelines related to the purchase, selection, approval, and installation or placement of Markers, Monuments, flowers, decorations and other items on Burial Plots, the Memorial Garden, and Columbaria,
- establish guidelines for the conduct of all funeral and memorial services on the Grounds,
- establish guidelines for the conduct of all visitors to the Grounds, and
- handle all other matters and take such other actions as may be germane to the proper maintenance and running of the Cemetery.

### **4.2. Right to Change Availability of Burial Plots or the Layout of the Cemetery**

The Board has the right to change the layout of the Cemetery, the availability of Burial Plots and spaces in the Memorial Garden and the Columbaria for which Licenses to Inter may be issued, and the rights of Licensees in and with regard to Burial Plots, the Memorial Garden, and the Columbaria as the Board deems necessary or appropriate in its sole discretion.

### **4.3. No Liability for Matters Outside the Cemetery’s Control**

Management will take all reasonable precautions to protect the rights of Licensees from loss or damage. The Cemetery cannot be responsible for loss and damage from causes beyond its reasonable control, including acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military authority.

#### **4.4. Enforcement of Rules and Regulations**

The Board has the right to enforce the Rules and Regulations as and in the manner the Board, in its sole discretion, deems necessary or appropriate.

#### **4.5. Special Cases**

Special cases may arise in which the strict enforcement of a rule or regulation may impose unnecessary hardship. The Board therefore reserves the right to make exceptions, suspensions, or modifications to any of these Rules and Regulations, without advance notice, whenever the Board, in its sole discretion, deems necessary, advisable, or appropriate. Any such temporary exception, suspension, or modification of the Rules and Regulations shall not be construed as affecting the general application of these Rules and Regulations.

### **5. LICENSE HOLDERS 'RIGHTS**

#### **5.1. Right to Purchase a License to Inter**

Management shall have the sole right to determine whether and to whom to issue Licenses to Inter. Although Management reserves the right to change its practices at any time as it sees fit and proper, it has been the practice of the Board to permit any current or former residents of the Town of Hingham, Massachusetts, or family members or others with close connections to Hingham, to purchase Licenses to Inter.

An individual, living person may purchase a License to Inter for such person's own use, as well as for the use, in keeping with these Rules and Regulation, of such person's spouse and other family members.

Management will presume an individual Decedent's legal spouse or, if none, surviving children have the right to purchase a License to Inter the Decedent's bodily or cremation remains absent clear indication of the Decedent's wishes or directions to the contrary. Management may, in its sole discretion, request documentation evidencing the rights of the person seeking to purchase the License to Inter to do so. Absent such authorization or where there is any ambiguity that gives Management pause, Management may require written authorization from a court of competent jurisdiction.

#### **5.2. Commencement of Right to Inter Upon Payment in Full**

The purchaser of a License to Inter in a Burial Plot, including space in the Memorial Garden or a Columbarium shall not have any rights under such License unless and until Management has received payment in full.



The License to Inter and the Rules and Regulations of the Cemetery shall be the sole agreement between the Cemetery and the Licensee, and then between the Licensee's heirs and successors in interest, and no statement of any kind contrary thereto shall bind the Cemetery.

### **5.3. Licensee Rights – License to Inter**

A License to Inter within the Cemetery consists solely of the right to inter a Decedent's bodily or cremation remains in the Burial Plot, the Memorial Garden, or a niche in a Columbarium as identified in such License and to place a Monument or Marker in honor of such Decedent on a Burial Plot in accordance with and subject to these Rules and Regulations.

A License to Inter is a mere license and not a devise or transfer of any right, title, or fee interest in the real property of the Cemetery generally or in any specific portion thereof.

A Licensee has no property ownership rights in the land to which the License to Inter relates, which land shall remain at all times the real property of the Cemetery.

### **5.4. Reversion of Right to Inter after Seventy-Five Years**

Should a License to Inter within a specific Burial Plot or Columbarium niche within the Cemetery remain unused seventy-five or more years following the issuance of such License, and the Cemetery is unable after a diligent search to locate the holder of such License or the successor of such holder, then the right to inter within that Burial Plot or Columbarium niche shall revert back to the Cemetery, and the Cemetery may make such Burial Plot or Columbarium niche available for purchase by and may issue a new License to Inter to a new Licensee.

### **5.5. Correction of Errors in a License to Inter**

Management reserves the right to correct any error involving a License to Inter, such as by correcting any mistaken spelling, description, Burial Plot or Columbarium niche location or mistaken transfer to another Licensee.

In the event of an error involving the location of the Burial Plot or Columbarium niche, Management may correct such error either by cancelling the mistaken License to Inter and substituting in its place a License to Inter in another area of substantially equal value and in as similar a location as possible as determined in the sole discretion of the Board, or by

refunding the same amount of money paid for the License to Inter purchased.

## **5.6. Family Members' Rights**

The rights to interment within a Burial Plot, Columbarium niche, or the Memorial Garden are as indicated in the License to Inter issued by Management. Family members' rights are governed by these Rules and Regulations as well as by any other applicable laws of the Commonwealth of Massachusetts governing burials and cremations and the relative legal rights of different family members or others to direct disposition of a Decedent's bodily or cremation remains. Management will assist anyone seeking information or advice about a particular burial space.

## **5.7. Burial Plots May Not Be Subdivided or Sold**

Except as provided in Section 5.08 below, a Licensee may not subdivide, transfer, assign, convey, sell, or otherwise dispose of the right to inter within any Burial Plot or Columbarium niche or in the Memorial Garden,.

## **5.8. Resale to Hingham Cemetery**

A Licensee may transfer such Licensee's rights under a License to Inter back to the Cemetery for the original purchase price of such License, less twenty percent (20%) for the administrative costs involved therein.

## **5.9. Duty to Provide Notice of Any Change of Address**

Licensees must provide the Cemetery notice of any change of address. Written notice mailed to a Licensee's last address on file with the Secretary of the Board shall be considered sufficient legal notice.

## **5.10. Jointly Held License to Inter**

A License to Inter may be held jointly by more than one person, such as by a married couple or by a parent and child. When two or more people jointly hold a License to Inter, each of them has a right of interment in the Burial Plot or Columbarium niche to which such License relates.

When two or more people jointly hold a License to Inter, they may designate one or more persons to represent them and file such written notice of designation with Management. In the absence of such notice, Management may reasonably rely on the direction of any one of

such Licensees to permit an interment, and Management shall not be liable to any other joint Licensee or other individual for permitting such interment.

In the event of any disagreement between joint Licensees, the parties must come to an agreement amongst themselves, then present evidence of such agreement that Management, in its sole discretion, determines to be a satisfactory resolution regarding the respective rights of the joint Licensees to the License to Inter.

Management may rely on an affidavit given by any knowledgeable person and filed with Management, that one or more joint Licensees have died. Management may then permit the use of the unoccupied portion of the Burial Plot or Columbarium niche in accordance with written directions of the surviving joint Licensees or of their successors in interest. In the absence of written directions, Management shall give preference first to the joint Licensee's surviving legal spouse; then to the Licensee's child(ren); then to the Licensee's parents; and then to other heirs at law of the Licensee according to the laws of descent and distribution as specified in the General Laws of Massachusetts Chapter 190B.

#### **5.11. Required Evidence of Licensee's Right to Inter**

A person seeking to inter a Decedent's bodily or cremation remains must present the following documentation to Management as evidence of the right to inter such remains:

1. the original or a copy of the License to Inter, if available;
2. a certified copy of the Decedent's death certificate;
3. a properly notarized affidavit clearly stating the name(s) of the person(s) entitled to interment and the relationship to the Decedent of the person seeking to inter the Decedent's remains; and
4. any written document evidencing the right of the person seeking to inter the remains of the Decedent to make such arrangements, such as a Memorandum Regarding Final Disposition and Memorial Wishes or other such document created by the Decedent prior to death, or by a court of competent jurisdiction

Management may, in its sole discretion, request reasonable additional written evidence of the right to inter in a Burial Plot, the Memorial Garden, or a Columbarium niche. Upon its satisfaction with the requested documentation, Management may permit the use of the unoccupied portions of such Burial Plot or Columbarium niche.

#### **5.12. Spouse's Rights of Interment**

Where a License to Inter relates to a Burial Plot or Columbarium niche for the remains of

more than one Decedent, the Licensee's spouse as of the time of issuance of the License to Inter may be interred in that same Burial Plot or Columbarium niche.

Only a final divorce decree between the Licensee and the Licensee's spouse will divest that Licensee's ex-spouse of such right of interment in that Burial Plot or Columbarium niche, unless the court's decree provides otherwise. If the Licensee should later remarry, then the Licensee's subsequent spouse may be interred in the unoccupied portion of the Burial Plot or Columbarium niche.

### **5.13. Family Lots**

Remaining unoccupied spaces in a Family Lot may be used for interment of the bodily or cremation remains of the Licensee and the Licensee's legal spouse, then the Licensee's children or surviving parents, in order of date of death, and without the consent of any other person claiming an interest in the Family Lot.

If the Licensee of a Family Lot has no surviving spouse, children, or parents, then the right of interment passes, in the order of date of death, to the Licensee's other heirs at law per the laws of descent and distribution as specified in the General Laws of Massachusetts Chapter 190B.

Any person who has a right of interment in a Family Lot may waive such right in favor of any relative of either the Licensee or the Licensee's spouse. Upon such waiver, that relative's remains may be interred in the Family Lot.

## **6. INTERMENT POLICIES AND PROCEDURES**

### **6.1. Hours for Interments**

The Cemetery is normally open for interments from 9:00 AM to 3:00 PM Mondays through Saturdays. Management may adjust the normal schedule, without notice, as required for Cemetery maintenance needs or due to inclement weather. No interment shall take place before sunrise or after sunset.

### **6.2. Holiday Closures**

The Cemetery is not available for interments on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

### **6.3. Identifying Remains**

The Cemetery shall not be responsible for establishing the identity of the Decedent whose

remains are to be interred. That shall be the sole responsibility of the Funeral Director or legal authorities.

#### **6.4. Prohibition Against the Interment of Strangers in a Licensed Burial Plot or Columbarium Niche**

The bodily or cremation remains of only the Licensee of a Burial Plot or Columbarium niche or persons related to the Licensee as provided in Sections 5.10, 5.12 and 5.13 may be interred in the licensed Burial Plot or Columbarium niche, except by the express, written consent of the Board and that of all interested parties, as determined in the sole discretion of the Board.

#### **6.5. Documentation from a Funeral Director**

A burial certificate or other applicable and appropriate documentation supplied by a Funeral Director, or if there is no Funeral Director then from the municipality where the death occurred, is required for presentment to Management for all interments of bodily or cremation remains. Management is not responsible for obtaining the necessary documentation and no interment may take place without the same. Management may also require any other permits or certificates required under applicable law or deemed necessary in Management's sole discretion.

Unless a Licensee specifically directs otherwise in writing, if there is a Funeral Director involved, such Funeral Director shall be deemed to be the Licensee's authorized agent for all purposes related to interment in the Burial Plot, Memorial Garden, or Columbarium covered by the Licensee's License to Inter, and Management may rely on information from the Funeral Director regarding the same.

#### **6.6. Payment of Ground Opening and Closing Expenses**

Fees for opening and closing a Burial Plot or space within the Memorial Garden or Columbarium for purposes of interment are regulated by the Board and are subject to adjustments and increases in the sole discretion of the Board.

Additional fees apply for weekend and for Winter interments.

No Burial Plot or space within the Memorial Garden or Columbarium shall be opened or closed, no interment shall take place, and no Burial Plot or such space shall be prepared or adorned, until all such ground opening and closing fees have been paid in full.

## **6.7. Timing of Interments**

Interments are permitted upon reasonable notice to Management. All interments must be conducted in accordance with all applicable laws and regulations, with Management's advance knowledge and consent, after all required fees have been paid in full, and on the specific day, at the specific time, and in the specific manner agreed.

## **6.8. Funeral Services in the Cemetery**

Upon entering the Cemetery grounds, all funerals shall be under Management's supervision. Upon arrival at the Cemetery for an interment and before proceeding with any burial or funeral service, the Funeral Director must present Management with the necessary burial permit or other applicable documentation from the local health office or Town Hall and the Funeral Director must ensure that all interment charges have been paid in full.

No Funeral Director nor any employee, agent, or representative of the Funeral Director, nor any member or representative of a family member of the Decedent may open a casket nor touch the Decedent's bodily remains while the casket is within the Cemetery grounds without a Court order or as otherwise permitted by law.

## **6.9. Burial Policy and Procedures**

### **(a) Burial Plot**

Each single Burial Plot may accommodate either:

- one full bodily remains burial only; or
- one full bodily remains burial followed by cremation remains of up to three Decedents; or
- cremation remains of up to four Decedents.

No full bodily remains burial will be allowed after interment of any cremation remains.

### **(b) Location for Interment Within a Burial Plot or Columbarium Niche**

The Licensee or Funeral Director as agent for the Licensee shall designate, in advance and in writing, the precise location for interment, including the particular Burial Plot or Columbarium niche number, grave size, and location for interment within such Burial Plot or Columbarium niche. Absent such designation,



Management may designate the location for such interment.

Absent evidence received by Management of proper and precise instructions given in accordance with this Section 6.09(b), the Cemetery shall not be responsible for errors in any interment that may occur nor for any dissatisfaction that may arise thereafter.

**(c) Containers**

All interments of full bodily remains must be made in suitable, rigid, outside containers made of durable materials according to specifications established by and in the sole discretion of Management, and in keeping with all applicable laws and regulations.

**(d) Grave and Opening and Closing by Management Only**

Management contracts the services of experienced gravediggers who are familiar with the Grounds and with the Rules and Regulations of the Cemetery. No other person nor company shall open or close a Burial Plot or Columbarium niche without Management's advance written consent.

**6.10. Burial of Cremation Remains: Policy and Procedures**

When contacting Management to arrange for the burial of cremation remains in a Burial Plot or in the Memorial Garden or Columbarium without the assistance of a funeral home, the Licensee or the Licensee's successor in interest must provide the required burial certificate in keeping with Section 6.05 along with the full legal name, and preferred name if different, mailing address, email address, and telephone number(s) of the designated family member who will serve as the point of contact with Management.

**6.11. Correction of Interment Errors**

Management reserves the right to correct any error involving the interment of a Decedent's bodily remains in an incorrect area within the Grounds. In such a case, Management reserves the right to remove and transfer such remains to the correct location, if possible, or if not possible, to another Burial Plot of substantially equal value in as similar a location as possible.

**7. DISINTERMENT POLICY AND PROCEDURES**

### **7.1. Court Order Required**

Except as provided in Section 7.02 below, a disinterment of bodily remains is only permitted upon final order of a court of competent jurisdiction, and following a minimum of one week's advance, written notice to Management, and in keeping with other applicable sections of these Rules and Regulations.

### **7.2. Absence of a Court Order**

In the absence of a final order of a court of competent jurisdiction, a disinterment of bodily remains from a Burial Plot or Columbarium niche may only occur with the advance, written consent of:

1. the Board;
2. the surviving Licensee(s) or the surviving Licensee's successors in interest;
3. the surviving spouse of the Decedent whose bodily remains are to be disinterred;
4. the surviving children, who are of legal age, of such Decedent; and
5. each surviving legal parent of the Decedent.

### **7.3. Performance of a Disinterment**

Any disinterment that Management permits in keeping with these Rules and Regulations must be performed by employees of the Cemetery or its agents, or as Management may otherwise, in its sole discretion, permit in writing in advance.

### **7.4. Timing and Manner of a Disinterment**

Any disinterment that Management permits in keeping with these Rules and Regulations must be made only at a specific time on a specific day and in the specific manner permitted by Management in writing in advance.

### **7.5. Disinterment Fees**

Fees for performing a disinterment shall be regulated by the Board and subject to adjustments and increases as necessary and appropriate in the sole discretion of the Board.

No disinterment shall take place and no Burial Plot or Columbarium niche shall be prepared for the same until all applicable fees have been paid in full.

### **7.6. No Liability for Damages Due to Disinterment**

Any agents contracted by or employees of the Cemetery shall exercise due care in performing a disinterment, provided however, that the Cemetery shall bear no responsibility or incur any liability for any damage to any casket or other burial container nor to any bodily remains sustained in the process of performing a disinterment.

## **8. MONUMENT AND MARKER POLICY AND PROCEDURES**

### **8.1. Purpose**

In keeping with the historical nature of the Cemetery, and to assure all past and future Licensees that the Cemetery will retain its special, historic feeling, all Markers and Monuments must conform to following guidelines.

### **8.2. Advance Written Approval Required**

No Monument or Marker shall be constructed or erected in the Cemetery until the Board has issued its written approval for the same with a copy of the same deposited in the files of the Cemetery.

The Licensee or the Licensee's successor in interest seeking approval for the construction or erection of a Monument or Marker within the Cemetery shall use the Cemetery's Monument Proposal Form, as Management may update or amend from time to time, to submit to Management a detailed, written proposal, including specifications regarding the materials and all design elements including the colors, fonts, sizes, shapes, carvings, images, words, numbers, and any other carved or engraved elements for any Monument or Marker.

### **8.3. Considerations for Approving Monument and Marker Proposals**

The Board considers all Monument and Marker proposals in light of the historical nature and overall look and feel of the Cemetery as a whole, and of the applicable section of the Cemetery, as different sections of the Cemetery have different historic and other relevant characteristics. The Board also considers general community standards and practices guided by what the Board deems, in its sole discretion, to be in keeping with its general sense of appropriate decorum for the Cemetery.

The Board may reject proposals for any Monument or Marker that is, in the sole discretion of the Board, oversized, unusual, overly ornate, inappropriate, or offensive in any way.

To assist with the difficult process of choosing an appropriate Monument or Marker, the Cemetery provides additional guidance for selections in the sections that follow. Before submitting any written request for consideration, the Board strongly urges all Licensees to

carefully review the guidelines below and to visit and take thoughtful notice of other Monuments or Markers in the particular section of the Cemetery where the Burial Plot is located.

#### **8.4. Monument Guidelines**

##### **(a) One Monument Per Burial Plot**

Only one Monument may be erected or placed on a Burial Plot absent special circumstances and then only upon the advance written consent of the Board.

##### **(b) Monument Placement on Family Lots**

In the case of a Family Lot, a Monument to be placed across more than one Burial Plot may only be placed between two or more adjacent Burial Plots in the Family Lot and must be proportional in size to the Burial Plots to which such Monument relates. Any proposed Family Lot Monument must be accompanied by a diagram showing the placement of the Monument in relation to the Burial Plots included in the Family Lot.

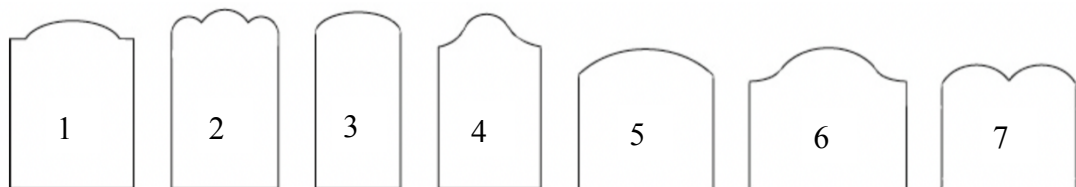
##### **(c) Name(s) of Those Honored**

No names of persons not already interred or intended to be interred in a Burial Plot may be inscribed on the Monument erected for that Plot.

Where a Decedent's remains have not been recovered, that person's name may be inscribed on the Monument provided it is accompanied by a suitable explanation such as "lost at sea."

##### **(d) Headstone Shapes Permitted**

Examples of generally acceptable headstone shapes include the following:



##### **(e) Flat Markers**

In addition to one upright Monument, Owners may place up to a maximum of four flat Markers not to exceed one foot by two feet (1' x 2') in dimension. The design, embellishments, and inscriptions on any flat Marker are similarly subject to these Rules and Regulations.

**(f) Materials and Material Colors**

Examples of acceptable materials for a Monument include gray or white granite, slate, marble, or bronze. Any unusual material or fabrication must be specifically approved by the Board before manufacture. To remain in keeping with more traditional, historical appearances, the Board is not likely to approve any Monument that is of another color such as pink or green.

**(g) Ornamentation, Inscriptions, and Design**

The only permissible coloration of lettering or engraving of an inscription on a Monument is black.

Laser etchings, photographs, attachments (such as vases), digital recordings or other electrical items of any kind are prohibited as part of the design of or located on or near a Monument or Marker.

Monument inscriptions in a language other than English or using alphabet characters other than the Latin or Roman used for the English language are permissible provided the English translation also appears on the Monument.

**(h) Enclosures Prohibited**

No Burial Plot or Family Lot enclosures by any hedge, coping, or fence are permitted, but Licensees may mark boundaries by corner stones that are six inches square and securely set flush with the ground. At its sole discretion, the Board may also permit granite surrounds or similar boundary markings.

## **8.5. Improper or Offensive Monuments, Markers, or Items**

Effigies or inscriptions that most members of our present society would generally deem offensive or improper are prohibited. All Licensees must submit a request for design approval as outlined in Section 8.02, at which time the Board will decide on any possible question as to the appropriateness of a particular design.

The Board will reject any proposal for a Monument, Marker, effigy, or inscription that the Board determines, in its sole discretion, is offensive, improper, inconsistent with or injurious to the appearance of the nearby or adjacent Burial Plots or to the Cemetery overall, or which violates these Rules and Regulations in any other way.

Management has the duty and the right to enter upon any Burial Plot to remove, at the Licensee's sole cost and expense, any offending Monument, Marker, or other item that violates the provisions of this Article Eight. As a courtesy only, Management may first offer the Licensee the chance to remove such Monument, Marker, or other item before Management incurs any costs, fees, or expenses for such removal. Management will issue the Licensee or the Licensee's successor in interest an invoice, immediately due and payable, to reimburse the Cemetery for any such costs, fees, or expenses the Cemetery may bear for purposes of removing such nonconforming Monument, Marker, or other item within the Grounds.

## **8.6. Installation**

Only an employee of or an agent contracted by the Cemetery may install a Monument or Marker and any required foundation. Any unauthorized installation will be removed at the responsible party's sole cost and expense.

## **8.7. Monument Maintenance and Cleaning**

It is the sole responsibility of the Licensee, subject always to Management's advance, written approval, to maintain, repair, restore, reconstruct, or replace any damaged or destroyed Monument or Marker.

All Monument cleaning on the Grounds must only be done under Management's direction. The various materials, ages, and conditions of the Monuments require specialized consideration and often expert care. Licensees must contact Management to request or make any arrangements for professional Monument maintenance, cleaning, or repairs for any Monument in any section of the Cemetery.

## **8.8. Prohibited Contact with Monuments and Consequences**

Gravestone rubbings, castings, and other physical contact with Monuments, including for reproductions, may cause damage to the Monuments and are strictly prohibited.

Writing on, defacing, or otherwise damaging any Monument within the Cemetery shall subject the offender to ejection from the Cemetery, banning from re-entering, and possible prosecution by legal authorities for any damage to private property in violation of these Rules and Regulations.

## **9. MEMORIAL GARDEN FOR INTERMENT OF CREMATION REMAINS**

### **9.1. Purpose and History of the Memorial Garden**

Established in 2000, the Memorial Garden is a special area within the Cemetery for interment of cremation remains. The Memorial Garden is sited atop one of the Cemetery's highest points and set among flowering dogwoods, azaleas, hollies, mountain laurel, and rhododendrons.

The peaceful site offers a place for simple, in-ground burial of ashes in the center garden with nearby benches placed to provide for quiet contemplation and remembrance. The Memorial Garden offers an alternative to traditional burial for those who cherish the formal, traditional gardens of the past and who wish to choose a final resting site for the dead as well as a place of perpetual beauty for the living.

The Memorial Garden is designed for simplicity. Only a Decedent's name and dates of birth and death are permitted on the two-foot by two-foot square granite paving stones ("Pavers") that are installed flush with the surface of the ground within the Paver area of the Memorial Garden.

Cremation remains are placed directly into the earth in a specific area in the Garden (the "Burial Area") beneath a bed of myrtle. No containers are allowed in this space. Over time the cremation remains become a part of the ecosystem of the Garden and are not recoverable. The Cemetery does, however, maintain detailed records of all interments and memorializations.



## **9.2. Purchase of Memorial Pavers within the Garden**

The names and dates of birth of up to six family members, together with the dates of death of the Decedent's family members or a space left blank for later insertion of the dates of death of surviving family members may be engraved on a single Paver. Blank Pavers are offered for engraving in chronological order, beginning with the Paver in the top left corner of the Paver area of the Garden, then continuing left to right across the entire row of Pavers, and then moving down to the next row of Pavers and again preceding left to right across that row. A row separated by the Burial Area resumes where it left off on the right of the Burial Area.

Each engraved Paver is assigned a letter and a number which is specified on the License to Inter for such Paver, with records of the same duly kept and with a corresponding diagram of the area showing the sequence of paver square numbers and the locations of the memorializations.

## **9.3. Paver Engraving Guidelines**

The space on the Paver for each Decedent may be engraved with only two lines, with the Decedent's name only on the top line, and the Decedent's birth and death dates (or space left for later insertion of the date of death in the case of surviving family members) only on second line.

It is permissible to memorialize more than one name on a Paver, provided all names are engraved at the same time, with space for the date(s) of death to be added as appropriate, and all centered appropriately.

### **(a) Lettering Font Style, Sizing, and Formatting**

For simplicity, consistency, and uniformity throughout the Memorial Garden, all lettering and numbering engraving shall be in Modified Roman type.

All names shall be engraved in all capital letters, one inch and a quarter high. If a name is too long to fit on one line, the engraver may squeeze letters closer together where possible to fit on one line or, if that is not possible, the engraver may make the engraving type size smaller.

All dates shall be engraved in both capital and lower case letters no higher than one inch high. Month abbreviations shall be followed by a period, and by a comma

separating the day and year, such as FEB. 14, 2001. The hyphen between birth and death dates shall be a straight line with no embellishments and shall be one and one-quarter of an inch long.

#### **(b) Symbols, Embellishments, Nicknames, Titles, and Homilies or Other Wording**

Titles, nicknames, homilies or other words, symbols, decorations, or other embellishments are generally discouraged and shall be permitted only upon approval by the Board after review of a written proposal submitted to Management in advance.

### **9.4. Fees and Payments for Pavers**

The purchase price for each Decedent's memorialization space includes the interment of the cremation remains in the Burial area and the service fees for engraving the name(s) and dates of birth and death available at that time on the Paver. Additional fees for engraving later dates of death are determined by the fees applicable at such later date. All engraving fees must be paid at the time of purchase with arrangements for such engraving made as quickly as possible thereafter.

For interment of cremation remains only with no memorialization engraving, the purchase price is limited to the cost of interment without the additional costs for engraving. The License to Inter shall then note that it was for interment of cremation remains only and that the Licensee did not desire any memorialization in the Cemetery.

Burial fees, pursuant to Section 6.06 are generally included in the unit price for the Memorial Garden, except for weekend or Winter burials, when additional fees will apply.

Management must receive payment in full at the time of purchase, prior to the interment of cremation remains.

### **9.5. No Containers Permitted**

As with all interments in the Cemetery, the Licensee must present Management with a burial certificate or other appropriate documentation pursuant to Section 6.05 before interment of any cremation remains.

Only human cremation remains (no urns, plastic bags, or other containers) may be placed in the Memorial Garden. Only an employee of or an agent contracted by the Cemetery shall dig

into the Burial Area and then only at a location approved by Management.

## **10. HINGHAM CEMETERY VETERANS 'AREA**

### **10.1. Purpose and History of the Veterans 'Area**

The Hingham Cemetery Veterans Area provides a distinguished, historic burial site for our country's service members.

In 1810, Hingham citizen and Revolutionary War hero General Benjamin Lincoln, who was second in command under George Washington and accepted the British surrender from General Cornwallis following the battle of Yorktown, was laid to rest in the town's old burial ground which is now part of the Cemetery Grounds.

Following this precedent, the town chose the Hingham Cemetery as the site for its important Civil War monument, an obelisk sitting high on a hill overlooking beautiful Hingham Harbor. The Veterans' Area, Hingham's only burial space reserved exclusively for veterans and their families, surrounds that Civil War monument.

That obelisk, a 30-foot-high Soldiers' and Sailors' Monument made of Quincy granite, was erected in 1870 to honor those Hingham citizens who died in the Civil War. Their seventysix names are engraved around the base of the monument and include familiar Hingham names such as Hersey, Lincoln, Wilder, Fearing, and Cushing.

Nearby are monuments to some of Hingham's other patriots including: Peter Ourish, the town's youngest Civil War volunteer, who fought in 15 major battles before succumbing at the age of 19; Massachusetts Governor John A. Andrew, who oversaw the creation of the first regiment of African American soldiers during the Civil War; and Massachusetts Governor John D. Long, who served both as a member of Congress and as U.S. Secretary of the Navy under President McKinley.

The Hingham Cemetery Veterans' Area was created in 1994 with the unanimous support of members of the Select Board and other Hingham citizens. Prior to that time, no burials had been permitted around the Civil War monument in accordance with the original deed granting the land to the Cemetery.

### **10.2. Permissible Markers and Installations**

To maintain the integrity and spirit of the original design for uninterrupted, open space, only government-issued flat bronze or gray granite markers are allowed for the veteran and flat

bronze or gray granite markers of the same size and design for veteran's spouse or dependent child. No ornamentation is allowed.

Appropriate markers are provided free of cost by the U.S. Government. Owners may request a marker via the Hingham Veterans' Agent or via a Funeral Director.

Only an employee of or an agent contracted by the Cemetery may install a Marker and then only at the direction of Management.

### **10.3. Determination of Eligibility for Interment in the Veterans 'Area**

The Board shall determine, in its sole discretion, the status and therefore the eligibility of any proposed candidate for burial within the Veterans' Area.

#### **Guidelines for Determining Eligibility**

The Cemetery generally follows the same guidelines used for determination of eligibility for burial in a national cemetery.

The most up to date information is available from the Hingham Veterans' Agent, available via telephone call to: 781-741-1440. Current requirements are:

- veterans who were honorably discharged or honorably separated from active duty and who have completed the required period of service;
- Armed Forces members who die on active duty;
- service by a U.S. citizen in the Armed Forces of a government allied with the U.S. in a war; or
- current spouses or dependent minor children who die after burial of the eligible veteran.

### **10.4. Interment for Full Burials or Cremation Remains**

Burial certificates are required, and Burial Plots are available for either full burials or interment of cremation remains in keeping with the same rules as for other areas of the Cemetery.

## **10.5. Costs, Fees, and Expenses for Interment in the Veterans 'Area**

The following are the associated costs, fees, and expenses involved in interment in the Veteran's Area:

1. the purchase price for a License to Inter in a Burial Plot within the Veteran's Area;
2. the cost to purchase a cement liner or other approved container for full burial consistent with Section 6.09(c) above, as applicable;
3. the fees for ground opening and closing pursuant to Section 6.06;
4. the fees for having the Cemetery set the memorial marker on a cement base in keeping with Section 10.02; and
5. any related funeral expenses.

## **10.6. Universal Application of Rules and Regulations**

The Rules and Regulations, including, without limitation, Article Eleven, which govern the Cemetery apply equally to Licensees of Burial Plots within the Veterans' Area, including the prohibition against in-ground plantings, container plantings, artificial flowers, or personal items.

# **11. GROUNDS MAINTENANCE, PERMISSIBLE TRIBUTES, AND VISITORS**

## **11.1. Grounds Maintenance**

Management shall arrange for the maintenance of all landscaping features within the grounds of the Cemetery including all groundcover, plantings, trees, and shrubs. No person or entity may perform any such maintenance without the express, advance, written consent of Management.

### **(a) Damage to the Grounds**

The Cemetery is not responsible for any damage caused by inclement weather or other natural causes or by any vandal, thief, trespasser, or other person.

Picking wild or planted flowers or cutting, writing on, breaking, or otherwise injuring

or removing any plant, shrub, or tree within the Cemetery grounds will subject the offender to ejection from the Cemetery, and possible banning from re-entry, or criminal prosecution.

### **(b) Tree and Shrub Removal**

Management may direct Cemetery employees or agents to remove any groundcover, plantings, trees, or shrubs, that the Board, in its sole discretion, determines:

1. is encroaching on or are otherwise detrimental to an adjoining lot, avenue, or walkway; or
2. has become unsightly, dangerous, diseased; or
3. does not conform to established Cemetery rules, regulations, or standards.

### **(c) Permanent Plantings**

Permanent plantings at Burial Plots, Columbaria, or the Memorial Garden are permitted *only* upon the advance, written consent of the Board and only if performed by Cemetery employees or agents. Unless the Board in its discretion determines otherwise, the cost of such plantings and their installation shall be borne by the Licensee. All such permanent plantings shall become the sole property of the Cemetery upon installation.

## **11.2. Permissible Tributes**

### **(a) Fresh Flowers or Potted Plants**

Only fresh, natural flowers or potted plants are permitted in any area of the Cemetery, and only for one week, or less should the flowers cease to be fresh and generally attractive before then.

If floral arrangements become decayed or otherwise unsightly, Management or Cemetery employees or agents shall remove and dispose of them, along with any baskets, frames, containers, display pieces, adornments, or notes, and the Cemetery may do so without any advance warning or liability to the Licensee.

Cut flowers, sprays, or potted plants should be in vases, baskets, or other containers made of natural materials whenever possible rather than glass or other materials which may break and cause accidental injury to others.

### **(b) Small, Aesthetically Pleasing Rocks**

In keeping with some religious cultural traditions, small, shapely, polished, or otherwise generally aesthetically pleasing rocks may be placed atop or in front of a Monument or Marker provided that the rocks are small and do not become a safety hazard, do not encroach on any other burial space, and do not interfere with the Cemetery's ability to maintain the Grounds.

### **(c) Artificial Flowers, Flags, Trinkets, and Personal Mementos Strictly Prohibited**

No artificial flowers or personal mementos such as teddy bears, toys, replicas, sporting equipment, clothes, signs, candles, or other tangible articles are permitted at any time, including around holidays and anniversaries. With the prior written approval of Management, small flags may be placed on Burial Plots, Columbaria niches, and the Memorial Garden around holidays, such as to honor a Decedent's military service around Veterans' Day. Such flags must be removed after one week or such longer period as Management may allow in its approval.

Any items left in violation of this policy shall be removed and may be disposed of by Management or by Cemetery employees or agents with or without advance, notice to the Licensee and without any liability therefor.

## **11.3. Visitors**

Owners and their families and friends and the general public shall be permitted to access the Cemetery grounds in accordance with these Rules and Regulations and any other reasonable direction as Management may deem appropriate from time to time as circumstances may require.

The Cemetery grounds are a beautiful place to spend time in nature, enjoy fresh air, and stroll peacefully during the daylight hours between dawn and dusk. Entrance to and remaining inside the grounds of the Cemetery between dusk and dawn is strictly prohibited and is grounds for removal and possible legal prosecution.

All visits to the Cemetery are at the sole risk of said visitor who is deemed to have assumed such risks by entering the Cemetery.

All visitors are encouraged to show proper respect for the nature of the special place and its dual purpose as a final resting place for the bodily remains of people's loved ones. Visitors are encouraged to remember respectfully that some visitors to the Cemetery are specifically

there to pay their respects to and spend time in the presence of the final resting place of their deceased loved ones.

As a private corporation, the Cemetery maintains the right to regulate the conduct of all persons or entities coming onto the Grounds, to refuse admission to anyone who is not a Licensee, or to refuse the use of any of the Cemetery facilities, including the Ames Chapel, at any time to any person or entity that the Board deems objectionable by any reasonable community standards.

**(a) Leashed Dogs Welcome**

Dogs are welcome to enjoy the Grounds with their owners or handlers, provided that the dogs are at all times leashed and under the control of their handler, and that the handler properly removes the dog's waste. Baggies and trash receptacles are placed throughout the Cemetery. Dog owners should be mindful that visitors of all ages and physical abilities are also welcome visitors to the Cemetery and that cars have a right to pass on the roads and paths within the Grounds.

**(b) Management's Right to Exclude or Eject Visitors**

Management maintains responsibility for the proper care and keeping of the Grounds and all buildings thereon, is committed to the intended enjoyment of the Grounds by all visitors and reserves the right to exclude or to eject from the Grounds or any building thereon, including the Ames Chapel, any person violating these Rules and Regulations.

**11.4. Rights of Way to Access the Grounds**

Visitors may use roads, drives, alleys, and walkways within the Grounds devoted to such purpose to access areas of the Grounds, including the Ames Chapel.

No Licensee has any right of way or easement in any road, drive, alley, or walkway within the Cemetery.

**(a) Automobiles**

Cars, trucks, and other motor vehicles may pass, at their sole risk which they assume upon entering the Grounds, upon the roads within the Grounds as Management permits.



Parking spaces by the Ames Chapel toward the South Street entrance are intended for the use of visitors to the Cemetery and the Ames Chapel only and may not be used as alternate parking while visiting Downtown Hingham and the neighboring areas.

**(b) Wheeled Devices**

Visitors are encouraged to use great care with wheeled devices such as bicycles, skateboards, scooters, roller skates, or rollerblades as the Grounds are very uneven and pedestrians and cars all share the rights of way on the narrow, winding, hilly roads within the Cemetery.

**(c) Changes to the Layout of Roads, Drives, Alleys, or Walkways**

From time to time, in its sole discretion, the Board may decide to lay out or to alter any road, drive, alley, or walkways in the Cemetery.